

# Exhibit B

1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK  
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5 CONSIST SOFTWARE SOLUTIONS, INC.,  
6

7 Plaintiff,  
8

9 vs.  
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11 SOFTWARE AG, INC. and SOFTWARE AG  
12

13 Defendant.  
14

15 -----X  
16 November 5, 2007  
17 10:14 a.m.  
18

19 H I G H L Y C O N F I D E N T I A L  
20 ATTORNEYS' EYES ONLY  
21

22 Deposition of NATALIO S. FRIDMAN, held  
23 at the offices of Baker & McKenzie, 1114  
24 Avenue of the Americas, New York, New York  
25 10036, before David Henry, a Certified  
Shorthand Reporter and Notary Public of the  
State of New York.

26  
27 **HIGHLY CONFIDENTIAL**  
28

<p>Page 166</p> <p>1 Fridman - CONFIDENTIAL - ATTORNEYS' EYES ONLY      2 we want an evergreen contract, no      3 termination. To do any termination, have      4 to be a reason for terminate, and we always      5 be careful not to have any reason to      6 terminate a contract, very careful.</p> <p>7 Q. Did you ask Software AG to drop      8 the first sentence of paragraph 7?      9 A. I think, I don't remember. But      10 it was after.</p> <p>11 Q. Did you ask Software AG that --      12 A. Yes, because that doesn't make      13 sense in the text. It doesn't make sense      14 in the text, you know. I mean, these are      15 before any termination, but any      16 termination, we got there, there are other      17 reasons for termination here, no, no      18 terminations, reason for material breaches,      19 okay, there are material breach, a reason,      20 okay, so we want to be sure that      21 everything, we continue working. I      22 remember this was after the shock of the      23 cancellation of the contract, that from the      24 beginning maybe, we were since 1995      25 exclusive distributors and never was a</p>	<p>Page 168</p> <p>1 Fridman - CONFIDENTIAL - ATTORNEYS' EYES ONLY      2 (Recess taken.)      3 FURTHER EXAMINATION BY MR. JACOBS:      4 Q. Mr. Fridman, Consist wants the 98      5 agreement to automatically renew for      6 another five years, correct?      7 A. Yes.      8 Q. Consist is generally satisfied      9 with the terms of the 98 agreement,      10 correct?      11 A. Pardon?      12 Q. Consist is generally satisfied      13 with the terms of the 98 agreement?      14 A. Yes, sir.      15 Q. Are there any terms in the 98      16 agreement that you would like changed?      17 MR. SCHAFER: Objection. This      18 is utterly irrelevant, utterly      19 speculative, has no bearing whatsoever      20 on any issue in this case. And unless      21 you can articulate a reason for it,      22 I'm going to instruct him not to      23 answer.      24 MR. JACOBS: I think it's very      25 relevant.</p>
<p>Page 167</p> <p>1 Fridman - CONFIDENTIAL - ATTORNEYS' EYES ONLY      2 contract even for 10 years before.</p> <p>3 Q. Let me ask the question, because      4 I haven't -- let me finish the question if      5 I may.</p> <p>6 Did you ask Software AG to make      7 paragraph 7 mutual so both parties would      8 have the same cancellation rates?</p> <p>9 A. Yes, yes, maybe yes. I don't      10 recall it, but maybe yes, because I had a      11 good reason for that.</p> <p>12 Q. Do you recall who suggested the      13 particular wording of paragraph 7?</p> <p>14 A. Maybe I was, I don't know.</p> <p>15 Q. You don't know?</p> <p>16 A. I don't know. Maybe I was the      17 one.</p> <p>18 Q. Maybe you were, maybe Mr. Daly      19 was?</p> <p>20 A. Could be, I don't know.</p> <p>21 Q. Do you recall what you said to      22 Mr. Daly about paragraph 7?</p> <p>23 A. I cannot recall the words. I      24 want to say that any -- and any      25 termination, I wanted notice, okay?</p>	<p>Page 169</p> <p>1 Fridman - CONFIDENTIAL - ATTORNEYS' EYES ONLY      2 MR. SCHAFER: To what issue?      3 MR. JACOBS: It has to do with      4 the relevance of his position and the      5 credibility of the position itself.</p> <p>6 MR. SCHAFER: I believe that      7 is utterly fallacious. He wants to      8 renew the agreement on its terms,      9 period. He doesn't have to tell you      10 whether there are terms that in theory      11 he might change. He wants the      12 agreement renewed. He believes it is      13 renewed. What conceivable relevance      14 does this have to anything?</p> <p>15 MR. JACOBS: Well, I believe it      16 does.</p> <p>17 MR. SCHAFER: You don't have      18 to answer that question. You can tell      19 him if you want to. You don't have      20 to, it has nothing to do with this      21 lawsuit. It has to do with some      22 business negotiation.</p> <p>23 MR. JACOBS: Did you instruct      24 him not to answer? Did I understand      25 that?</p>

<p style="text-align: right;">Page 214</p> <p>1 Fridman - CONFIDENTIAL - ATTORNEYS' EYES ONLY      2     <b>Q.</b> Who participated in the      3 negotiations that culminated in the 98      4 agreement?      5         A. 98 agreement, Jim Daly, myself,      6 and Mr. Schafrann also.      7     <b>Q.</b> Did Neil Rothberg participate?      8         A. No, only -- I don't recall, he      9 came to our office. No, Rothstein --      10 nothing to do with that, I don't think so.      11 He send information, but I don't know if it      12 was an invoice. Not directly in discussion      13 with us. Jim Daly was in discussion with      14 us.      15     <b>Q.</b> Is Mr. Schafrann still your      16 Consist attorney?      17         A. Mr. Schafrann is 89 years old,      18 okay? He had an office until recently at      19 277 Park Avenue. He had to sign a ten year      20 lease, and he doesn't feel to sign. Now      21 his office is in my office, okay? 89 years      22 old. He still has a good memory.      23     <b>Q.</b> Did Mr. Schafrann attend all the      24 negotiation sessions?      25         A. I don't recall, but when he was</p>	<p style="text-align: right;">Page 216</p> <p>1 Fridman - CONFIDENTIAL - ATTORNEYS' EYES ONLY      2         A. I don't recall that. I recall      3 daily, I don't recall that.      4     <b>Q.</b> Did anyone take notes at that      5 meeting?      6         A. No.      7     <b>Q.</b> Mr. Schafrann didn't have a habit      8 of taking notes?      9         A. I don't remember.      10     <b>Q.</b> Mr. Schafrann was an attorney of      11 yours for a long time?      12         A. Since 69. No, 68 or 67.      13     <b>Q.</b> And based upon your recollection,      14 did Mr. Schafrann often take notes?      15         A. I don't recall it. Maybe two      16 notes, I don't recall it.      17     <b>Q.</b> Did you take notes during the      18 meeting?      19         A. If I take notes, if I made it,      20 afterwards I cannot read it.      21     <b>Q.</b> So the answer is --      22         A. I never take notes. I cannot      23 read my handwriting.      24         (Recess taken.)      25 FURTHER EXAMINATION BY MR. JACOBS:</p>
<p style="text-align: right;">Page 215</p> <p>1 Fridman - CONFIDENTIAL - ATTORNEYS' EYES ONLY      2 in New York, Jim Daly, I try to involve      3 him.      4     <b>Q.</b> On the telephone calls, were the      5 telephone calls --      6         A. I don't know. I would say the      7 following. We're very intense in      8 negotiations, very short one, because I      9 remember on August 26, I saw, I remember      10 now because I saw, he send the proposal to      11 contract, ready to sign, he came and we      12 changed everything. And the contract was      13 signed, dated September 9.      14     <b>Q.</b> So the negotiation session which      15 you just referred to occurred after August      16 26 and before September 9, correct?      17         A. Yes.      18     <b>Q.</b> And that occurred in New York?      19         A. In New York.      20     <b>Q.</b> And you attended that session?      21         A. Of course.      22     <b>Q.</b> And Mr. Daly attended that      23 session?      24         A. Yes, and Mr. Schafrann also.      25     <b>Q.</b> And Mr. Rothberg also?</p>	<p style="text-align: right;">Page 217</p> <p>1 Fridman - CONFIDENTIAL - ATTORNEYS' EYES ONLY      2         <b>Q.</b> Mr. Friedman, I want to tell you      3 much I appreciate your patience today.      4 Just two questions.      5         Other than the agreement, are      6 there any other documents that support your      7 view that the 98 agreement is an evergreen      8 contract?      9         A. The evolution of the contract.      10         <b>Q.</b> And what do you mean by that, by      11 the evolution of the contract?      12         A. That this was done, we did it, in      13 a rush, according to them, okay, with Jim      14 Daly, and we make all the changes to be an      15 evergreen contract because we wouldn't      16 accept that contract the way they wrote it,      17 okay?      18         <b>Q.</b> But can you point to any other      19 document other than the agreement which      20 supports your contention that the 98      21 agreement is an evergreen contract?      22         MR. SCHAFER: I think what      23 he's just said is that if you are      24 including within that the drafts of it      25 and of predecessor agreements and the</p>